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14 **UNITED STATES DISTRICT COURT**
15 **CENTRAL DISTRICT OF CALIFORNIA**

16 GLOBAL MUSIC RIGHTS, LLC, a
Delaware limited liability company,

17 Plaintiff,

18 v.

19 ENTRAVISION COMMUNICATIONS
20 CORPORATION., a Delaware corporation,

21 Defendant.
22

Case No. _____

**COMPLAINT FOR COPYRIGHT
INFRINGEMENT**

(17 U.S.C. § 101)

JURY DEMAND

23 Plaintiff Global Music Rights, LLC ("Global Music Rights"), by and through
24 its attorneys, states the following as its Complaint against Entravision
25 Communications Corporation ("Entravision"):

26 ///

27 ///

PRELIMINARY STATEMENT

1
2 1. Musical compositions are intellectual property and, in the case of
3 “hit” compositions, highly valuable intellectual property. United States law grants
4 copyright owners certain exclusive rights to that property, including the right to
5 authorize others to perform publicly their music. *See* 17 U.S.C. § 106.

6 2. Terrestrial radio companies perform musical compositions to drive
7 listenership which, in turn, drives advertising and other forms of revenue. Before
8 performing publicly copyrighted compositions, however, terrestrial radio
9 companies must obtain authorization to do so.

10 3. When a terrestrial radio company performs a musical composition
11 without obtaining the necessary advanced permission, it acts in violation of federal
12 copyright laws. When that terrestrial radio company had been offered *five*
13 separate opportunities to license the public performances, *declined* all of the
14 opportunities, paid *nothing* for the performances, and *still* performed *hundreds* of
15 compositions *10,000 thousand times*, then it acted *willfully* in violation of federal
16 copyright laws.

17 4. Defendant Entravision is a willful copyright infringer. By way of this
18 Complaint, plaintiff Global Music Rights seeks to hold Entravision accountable
19 for its willful infringements.

JURISDICTION AND VENUE

20
21 5. This is a suit for copyright infringement under the United States
22 Copyright Act of 1976, as amended, 17 U.S.C. § 101, *et seq.* (the “Copyright
23 Act”). This Court has jurisdiction pursuant to 28 U.S.C. § 1331 and 28 U.S.C. §
24 1338(a).

25 6. This Court has personal jurisdiction over Entravision because, among
26 other things, Entravision’s principal place of business is in the State of California
27 and in this judicial district, Entravision regularly conducts or has conducted
28 business in the State of California and in this judicial district, and Entravision has

1 caused injury to Global Music Rights within the State of California and in this
2 judicial district.

3 7. Venue is proper in this judicial district pursuant to 28 U.S.C. §
4 1400(a), and 28 U.S.C. § 1391(b).

5 **PARTIES**

6 8. Performance Rights Organizations, or “PROs” as they are known in
7 the music industry, represent songwriters and publishers in licensing the public
8 performances of copyrighted music. For decades, there were only three PROs—
9 ASCAP, BMI, and SESAC—which collectively represented (and continue to
10 represent) more than tens of thousands of composers and 20 million compositions
11 that are available for public performance.

12 9. Founded in 2013, Global Music Rights is the fourth PRO overall—
13 and the first new PRO in the United States in more than 70 years. Global Music
14 Rights represents an elite roster of roughly 80 premium songwriters and associated
15 publishers, including Bruce Springsteen, Bruno Mars, Drake, Pharrell Williams,
16 John Lennon, and The Eagles, in licensing the public performances of their
17 copyrighted music (the “Global Music Rights Compositions”). These songwriters
18 and publishers have granted Global Music Rights the right to license to others the
19 Global Music Rights Compositions. Global Music Rights has the right to license
20 their works, collect applicable license fees for performances of those works, remit
21 payments, and enforce the intellectual property rights in court if necessary.

22 10. Global Music Rights is a Delaware limited liability company with its
23 principal place of business at 1100 Glendon Avenue, Suite 2000, Los Angeles,
24 California 90024.

25 11. Entravision is a Delaware corporation with its principal place of
26 business at 2425 Olympic Boulevard, Santa Monica, California 90404.

27 12. Entravision is a sophisticated media company that operates scores of
28 radio stations across the United States and reports annual revenues of nearly \$300

1 million. During the relevant period in this case, Entravision owned radio stations
 2 including but not limited to: KDLD-FM, KLYY-FM, KSSE-FM, KFRQ-FM,
 3 KOFX-FM, KXKL-FM, KIMN-FM, and KVLV-FM.

4 13. Some of Entravision's radio stations perform Global Music Rights
 5 Compositions and, since at least 2017, these Entravision stations have performed
 6 Global Music Rights Compositions without obtaining a license in violation of
 7 copyright laws.

8 **THE COPYRIGHTED WORKS**

9 14. Beginning as late as January 1, 2017 (and possibly earlier) and
 10 continuing through the present, radio stations owned by Entravision have publicly
 11 performed Global Music Rights Compositions without obtaining a license and
 12 without paying for their performances. Exhibit A identifies the Global Music
 13 Rights Compositions that are currently the subject of this lawsuit. Radio stations
 14 owned by Entravision performed publicly these Global Music Rights
 15 Compositions *more than 10,000 times*.¹

16 15. Each of the Global Music Rights Compositions listed on Exhibit A
 17 was registered with the United States Copyright Office and complied in all
 18 respects with the requirements of the Copyright Act. Certificates of Registration
 19 have been granted for each of those works.

20 16. The owners of each work listed on Exhibit A each possess public
 21 performance rights in the Global Music Rights Compositions. Those owners have
 22 granted to Global Music Rights the exclusive third-party right to license to others
 23 the right to perform publicly the Global Music Rights Compositions.

24 17. For each infringement listed on Exhibit A, Entravision and/or radio
 25 stations owned by Entravision did not have a valid license, authorization,
 26 permission, or consent to perform publicly the Global Music Rights Compositions.

27 ¹ Global Music Rights reserves the right to amend its complaint based on further
 28 investigation and/or information learned in discovery.

1 18. Also, radio stations owned by Entravision may have performed
2 publicly without authorization and, therefore, intentionally infringed other Global
3 Music Rights Compositions that are not identified on Exhibit A and for which they
4 may be liable under the Copyright Act.

5 19. Entravision's infringement of each Global Music Rights Composition
6 is governed by the same legal rules and involves similar facts and, thus, litigating
7 them together promotes the administration of justice and avoids a multiplicity of
8 separate, similar actions against Entravision.

9 **ENTRAVISION'S INTENTIONAL INFRINGEMENT**

10 20. Entravision-owned radio stations have infringed the Global Music
11 Rights Compositions thousands of times. Entravision had the legal obligation to
12 ensure that its radio stations obtained authorization to perform the Global Music
13 Rights Compositions before the stations publicly performed the Global Music
14 Rights Compositions. Entravision did not obtain the necessary authorization,
15 making the calculated decision instead to infringe freely and hope Global Music
16 Rights would either not find out or not enforce its rights.

17 21. Entravision is aware and knows that the public performance of
18 copyrighted musical compositions on its radio stations without a valid license
19 would constitute copyright infringement. According to its website, "Entravision
20 Communications Corporation is a leading global media company" with an
21 "expansive portfolio . . . comprised of television, radio, and digital properties and
22 data analytics services." See [http://www.entravision.com/
23 investor-info/](http://www.entravision.com/investor-info/) (last accessed on October 2, 2019). Entravision "owns and operates
24 49 . . . radio stations featuring nationally recognized talent." *Id.* As a media
25 company of this size, Entravision is well-versed in matters of licensing and
26 copyright infringement and understands fully its obligation to obtain a
27 performance rights license before performing copyrighted works on its radio
28 stations.

1 22. Entravision is aware and knows that the public performance of the
2 Global Music Rights Compositions required prior authorization and that publicly
3 performing the Global Music Rights Compositions without prior authorization
4 would constitute copyright infringement. Global Music Rights's entrance into the
5 PRO market in 2013 was headline news in the music industry and was noted in
6 multiple national publications. *See, e.g., Ben Sisario, Irving Azoff to Start New*
7 *Entertainment Business*, NEW YORK TIMES, Sept. 4, 2013.² In the years
8 following Global Music Rights's founding, prominent music industry publications
9 have regularly published articles tracking the movement of artists from other
10 PROs to Global Music Rights. *See, e.g., Ed Christman, Pharrell to Leave ASCAP*
11 *for Irving and Grimmets's Global Music Rights*, BILLBOARD MAGAZINE, Jul.
12 25, 2014;³ Ed Christman, *Prince Estate Taps Azoff's Global Music Rights to*
13 *Oversee Artist's Entire Catalog*, BILLBOARD MAGAZINE, Jan. 11, 2017.⁴
14 Another PRO, BMI, posted a notice on its website notifying licensees that a
15 number of songwriters previously affiliated with BMI had joined Global Music
16 Rights and that a license from BMI would no longer permit the public
17 performance of those songwriters' compositions.

18 23. Entravision made a willful, calculated, and strategic decision not to
19 obtain prior authorization to perform publicly the Global Music Rights
20 Compositions and hope that Global Music Rights would not find out or would
21 choose not to enforce its rights. On multiple occasions between January 2017 and
22 March 2019, Global Music Rights offered Entravision the opportunity to license
23

24 ² Available at [https://www.nytimes.com/2013/09/05/business/media/irving-azoff-](https://www.nytimes.com/2013/09/05/business/media/irving-azoff-starts-new-entertainment-business.html)
25 [starts-new-entertainment-business.html](https://www.nytimes.com/2013/09/05/business/media/irving-azoff-starts-new-entertainment-business.html) (last accessed October 2, 2019).

26 ³ Available at [https://www.billboard.com/articles/business/6188942](https://www.billboard.com/articles/business/6188942/pharrell-to-leave-ascap-for-irving-and-grimmets-global-music-rights)
27 [/pharrell-to-leave-ascap-for-irving-and-grimmets-global-music-rights](https://www.billboard.com/articles/business/6188942/pharrell-to-leave-ascap-for-irving-and-grimmets-global-music-rights) (last accessed
28 October 2, 2019).

⁴ Available at [https://www.billboard.com/articles/business/7654288/prince-global-](https://www.billboard.com/articles/business/7654288/prince-global-music-rights-gmr-performance-licensing-deal)
[music-rights-gmr-performance-licensing-deal](https://www.billboard.com/articles/business/7654288/prince-global-music-rights-gmr-performance-licensing-deal) (last accessed October 2, 2019).

1 Global Music Rights Compositions for public performance and warned
2 Entravision that its stations were not authorized to perform publicly the Global
3 Music Rights Compositions unless Entravision secured and paid for a license:

- 4 a. The first written proposal from Global Music Rights to Entravision was
5 in January 2017. It stated: “Global Music Rights has agreed to offer a 9-
6 month . . . license to [Entravision] . . . If you choose to enter into this . . .
7 license, stations owned by Entravision Communications Corp . . . may
8 publicly perform Global Music Rights’s repertory” Entravision did
9 not respond, did not submit a signed license, and did not pay Global
10 Music Rights any money.
- 11 b. In March 2017, Global Music Rights sent Entravision another
12 communication, stating: “We write to follow up on our attempts to
13 contact you concerning your radio station group and Global Music
14 Rights compositions. Global Music Rights offered [a] . . . license to
15 radio station groups seeking to use Global Music Rights compositions . .
16 . To date, we have not received a signed agreement or payment from
17 you. Accordingly, you are not authorized to perform Global Music
18 Rights compositions.” Entravision did not respond, did not submit a
19 signed license, and did not pay Global Music Rights any money.
- 20 c. In August 2017, Global Music Rights sent Entravision another
21 communication, stating: “Global Music Rights is . . . offering [a] 6-
22 month license . . . If you choose to enter into this . . . license, stations
23 owned by Entravision Communications Corp may publicly perform
24 Global Music Rights’s repertory.” Entravision did not respond, did not
25 submit a signed license, and did not pay Global Music Rights any
26 money.
- 27 d. In February 2018, Global Music Rights sent Entravision another
28 communication, stating: “Global Music Rights is . . . offering [a] 6-

1 month license . . . If you choose to enter into this . . . license, stations
2 owned by Entravision Communications Corp may publicly perform
3 Global Music Rights’s repertory.” Entravision did not respond, did not
4 submit a signed license, and did not pay Global Music Rights any
5 money.

6 e. In August 2018, Global Music Rights sent Entravision another
7 communication, stating: “Global Music Rights is . . . offering [a] 6-
8 month license . . . If you choose to enter into this . . . license, stations
9 owned by Entravision Communications Corp may publicly perform
10 Global Music Rights’s repertory.” Entravision did not respond, did not
11 submit a signed license, and did not pay Global Music Rights any
12 money.

13 f. In March 2019, Global Music Rights sent Entravision another
14 communication, stating: “Global Music Rights is . . . offering [a] 6-
15 month license . . . If you choose to enter into this . . . license, stations
16 owned by Entravision Communications Corp may publicly perform
17 Global Music Rights’s repertory.” Entravision did not respond, did not
18 submit a signed license, and did not pay Global Music Rights any
19 money.

20 24. Entravision did not respond to any of the communications and did not
21 obtain authorization to perform the Global Music Rights Compositions.
22 Nevertheless, stations owned by Entravision performed publicly more than 130
23 Global Music Rights Compositions, over 10,000 times, at a minimum.

24 25. The stations that performed the Global Music Rights Compositions
25 without authorization profited handsomely from the use of the intellectual
26 property. In each of 2017 and 2018 Entravision reported net revenues in excess of
27 \$60 million for its radio stations.
28

CLAIM FOR RELIEF

COUNT I

(Direct Copyright Infringement – Public Performance)

26. Global Music Rights incorporates herein by this reference each and every allegation contained in paragraphs 1 through 25 above.

27. The copyrights to the Global Music Rights Compositions have been registered with the United States Copyright Office.

28. Global Music Rights has the exclusive third-party right to authorize others to publicly perform the Global Music Rights Compositions.

29. Entravision has infringed the copyright interests in the Global Music Rights Compositions by performing the Global Music Rights Compositions on its radio stations without authorization, in violation of the Copyright Act, 17 U.S.C. §§ 106 and 501.

30. Entravision's acts of infringement are willful, intentional, purposeful, and in disregard of and indifferent to the rights of Global Music Rights and those of the songwriters it represents.

31. As a direct and proximate result of Entravision's willful and infringing uses of the Global Music Rights Compositions, Global Music Rights is entitled to maximum statutory damages of \$150,000 for each copyright infringed, or actual damages and Entravision's profits in amounts to be proven at trial, and/or such other amount as may be proper under 17 U.S.C. § 504(c).

32. Global Music Rights is further entitled to recover its attorneys' fees and costs pursuant to 17 U.S.C. § 505.

33. As a result of Entravision's acts and conduct, Global Music Rights has sustained and will continue to sustain substantial, immediate, and irreparable injury, for which there is no adequate remedy at law. Global Music Rights is informed and believes, and on that basis avers, that unless enjoined by this Court, Entravision will continue to infringe Global Music Rights's rights in the Global

1 Music Rights Compositions. Global Music Rights is entitled to permanent
2 injunctive relief to restrain and enjoin Entravision's continuing infringing conduct.

3 **JURY DEMAND**

4 34. Plaintiff demands trial by jury on all issues so triable.

5 **PRAYER FOR RELIEF**

6 **WHEREFORE**, Global Music Rights requests that the Court enter judgment
7 in its favor and against Entravision as follows:

- 8 a) That Entravision has violated Section 501 of the Copyright Act (17
9 U.S.C. § 501);
- 10 b) Require Entravision to pay maximum statutory damages in an amount
11 not less than \$150,000 per Global Music Rights Composition as
12 permitted in 17 U.S.C. § 504(c), or pursuant to 17 U.S.C. § 504(b),
13 Global Music Rights's actual damages plus Entravision's profits from
14 infringement, in an amount to be proven at trial, and such further
15 damages as permitted by applicable law;
- 16 c) That Entravision, its agents, servants, employees, and all persons
17 acting under its permission and authority, be preliminarily and
18 permanently enjoined and restrained from infringing, in any manner,
19 the Global Music Rights Compositions, pursuant to 17 U.S.C. § 502;
- 20 d) That Entravision be ordered to pay costs, including reasonable
21 attorneys' fees, pursuant to 17 U.S.C. § 505; and
- 22 e) Such other and further relief as the Court may deem just and proper.
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1
2 Dated: October 3, 2019

Respectfully submitted,

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4
5 By: /s/ Daniel M. Petrocelli

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EXHIBIT A

GLOBAL MUSIC RIGHTS COMPOSITIONS INFRINGED BY ENTRAVISION

No.	Composition Title	U.S. Copyright Registration Number
1.	CATCH MY FALL	PA0000214888
2.	AGAINST THE WIND	PA0000074189
3.	BEAUTIFUL LOSER	EU0000565028
4.	FEEL LIKE A NUMBER	PA0000131458
5.	FIRE DOWN BELOW	PA0000135530
6.	FIRE LAKE	PA0000058403
7.	HER STRUT	PA0000074937
8.	HOLLYWOOD NIGHTS	PA0000131455
9.	KATMANDU	EU0000565029
10.	MAINSTREET	PA0000135529
11.	NIGHT MOVES	PA0000135531
12.	ROCK AND ROLL NEVER FORGETS	PA0000135532
13.	STILL THE SAME	PA0000044251
14.	SUNSPOT BABY	EU0000725043
15.	TRAVELIN' MAN	EU0000565030
16.	TURN THE PAGE (LIVE BULLET)	EU0000386404
17.	WE'VE GOT TONITE	PA0000131459
18.	YOU'LL ACCOMP'NY ME	PAu000123327
19.	ROLL ME AWAY	PA0000170542
20.	BORN TO RUN	EU616322
21.	BLINDED BY THE LIGHT	EU0000376180
22.	BORN IN THE U.S.A.	PAu000634797
23.	BRILLIANT DISGUISE	PAu001023407
24.	COVER ME	PAu000372038
25.	DANCING IN THE DARK	PAu000610205
26.	FIRE	PA0000002445
27.	GLORY DAYS	PAu000634801
28.	HUNGRY HEART	PAu000149052
29.	I'M ON FIRE	PAu000634793
30.	MY HOMETOWN	PAu000634798
31.	PINK CADILLAC	PAu000497022
32.	ROSALITA (COME OUT...)	EU467944
33.	TENTH AVENUE FREEZE-OUT	EU616319
34.	THE RIVER	PAu000149051
35.	THUNDER ROAD	EU616320
36.	TUNNEL OF LOVE	PAu001023402
37.	SPIRIT IN THE NIGHT	EU376181
38.	LIGHT OF DAY	PA0001245565
39.	HUNGER STRIKE	PA0000563394

No.	Composition Title	U.S. Copyright Registration Number
40.	SAY HELLO 2 HEAVEN	PA0000563402
41.	DYSTOPIA	PA0002065923
42.	RIDE THE LIGHTNING	PA0000260105
43.	DESPERADO	EU399849
44.	LAST RESORT	PA0000045157
45.	LYIN' EYES	PA0000016335
46.	ONE OF THESE NIGHTS	PA0000016327
47.	TEQUILA SUNRISE	EP326574
48.	THE LONG RUN	PA0000046173
49.	BOYS OF SUMMER	PA0000239432
50.	BETTER MAN	PA0000663649
51.	JEREMY	PA0000563408
52.	YELLOW LEDBETTER	PA0000756318
53.	CAN'T DENY ME	PA0002114397
54.	MIND YOUR MANNERS	PA0001860408
55.	SIRENS	PA0001865642
56.	ALIVE	PA0000563413
57.	BLACK	PA0000563412
58.	EVEN FLOW	PA0000544552
59.	AM I SAVAGE?	PA0002072154
60.	ATLAS, RISE!	PA0002071962
61.	BATTERY	PA0000290088
62.	HARDWIRED	PA0002042603
63.	HARVESTER OF SORROW	PA0000384985
64.	HIT THE LIGHTS	PA0000309504
65.	HOLIER THAN THOU	PA0000537294
66.	MOTH INTO FLAME	PA0002071965
67.	NO LEAF CLOVER	PA0000996438
68.	NOTHING ELSE MATTERS	PA0000537299
69.	NOW THAT WE'RE DEAD	PA0002071964
70.	ONE	PA0000384983
71.	SAD BUT TRUE	PA0000537293
72.	SEEK & DESTROY	PA0000309512
73.	SPIT OUT THE BONE	PA0002072339
74.	WHEREVER I MAY ROAM	PA0000537296
75.	WHIPLASH	PA0000309509
76.	JUMP IN THE FIRE	PA0000309507
77.	DISPOSABLE HEROES	PA0000290084
78.	ENTER SANDMAN	PA0000537292
79.	ESCAPE	PA0000260103
80.	FUEL	PA0000879637
81.	HERO OF THE DAY	PA0001589182
82.	KING NOTHING	PA0000803511

No.	Composition Title	U.S. Copyright Registration Number
83.	OF WOLF AND MAN	PA0000537300
84.	THE MEMORY REMAINS	PA0000879638
85.	THE THING THAT SHOULD NOT BE	PA0000290086
86.	THE UNFORGIVEN	PA0000537295
87.	THROUGH THE NEVER	PA0000537298
88.	TRAPPED UNDER ICE	PA0000260102
89.	WELCOME HOME (SANITARIUM)	PA0000290085
90.	BREAK IT UP	PA0000111560
91.	FEELS LIKE THE FIRST TIME	PAu000161350
92.	I DON'T WANT TO LIVE W/O YOU	PA0000349891
93.	I WANT TO KNOW WHAT LOVE IS	PA0000233586
94.	URGENT	PA0000111563
95.	FACE THE FACE	PA0000271507
96.	LET MY LOVE OPEN THE DOOR	PAu000195123
97.	SLIT SKIRTS	PA0000148642
98.	ANOTHER TRICKY DAY	PAu000276742
99.	ATHENA	PA0000152025
100.	EMINENCE FRONT	PA0000152030
101.	SLIP KID	EU0000626826
102.	SQUEEZE BOX	EU0000626830
103.	WHO ARE YOU	PA0000038596
104.	YOU BETTER YOU BET	PAu000276746
105.	YOU REALLY GOT A HOLD ON ME	EU0000746652
106.	WHO'S LOVING YOU	EU0000638752
107.	LAUGHING BOY	EP0000172741
108.	MY GUY	EU0000818026
109.	THE ONE WHO REALLY LOVES YOU	EU0000706593
110.	TWO LOVERS	EU0000744333
111.	MICKEY'S MONKEY	EU0000781471
112.	BABY THATS BACKATCHA	EP0000335871
113.	BEING WITH YOU	PA0000112943
114.	THE AGONY AND THE ECSTASY	EP0000335869
115.	I'VE BEEN GOOD TO YOU	EU0000699498
116.	MORE LOVE	EP0000231124
117.	AUTOMATICALLY SUNSHINE	EP0000298785
118.	FLOY JOY	EP0000294057
119.	GET READY	EP0000212745
120.	I WANT A LOVE I CAN SEE	PA0000371365
121.	YOU'LL LOSE A PRECIOUS LOVE	EP0000198595
122.	I DON'T BLAME YOU AT ALL	EP0000291287
123.	ABRACADABRA	PA0000142113
124.	FLY LIKE AN EAGLE	EU0000671181
125.	LIVING IN THE USA	EU0000076235
126.	ROCK'N ME	EP361643

No.	Composition Title	U.S. Copyright Registration Number
127.	TAKE THE MONEY AND RUN	EU0000671184
128.	SPACE INTRO.	EU0000679837
129.	HOT IN THE CITY	PA0000159639
130.	WHITE WEDDING	PA0000159638